

TROY CITY COUNCIL AGENDA
REGULAR MEETING
February 7, 2013
7:00 P.M.

Pledge of Allegiance
Roll Call
Mayor's State of the City Address
Vacancy List

Pursuant to Section 2.72-2 entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than ten (10) minutes per speaker.

ORDINANCES

9. Ordinance Amending the Code of the City of Troy, Chapter 141 Buildings, § 141.34 Signs. (Council Member Nichols) (At the Request of the Administration)
10. Ordinance Amending the Code of the City of Troy, Chapter 124-22 Animals, §124-22 Designated Dog Parks. (Council President Kopka) (At the Request of the Administration)
11. Ordinance Authorizing the Mayor to Execute and Enter into an Order on Consent with the New York State Department of Environmental Conservation Relating to Violations of the Conditions of the City's NYSDEC State Pollution Discharge Elimination System (SPDEC) Permit No. NY-020-5401 for the Exceeding it's SPDES Permits Discharge Limits for Outfall 001. (Council President Kopka) (At the Request of the Administration)
12. Ordinance Authorizing and Directing Sales by the Private Sale Method of City-Owned Real Properties. (Council President Kopka) (At the Request of the Administration)
13. Ordinance Amending the 2013 City Budget to Transfer Funds Within the General Fund Budget Lines. (Council President Kopka) (At the Request of the Administration)

RESOLUTIONS

9. Resolution Appointing Commissioners of Deeds for the City of Troy. (Council President Kopka) (At the Request of the Administration)
10. Resolution Authorizing the Mayor to Enter into a Cost Reimbursement Agreement with the County of Rensselaer for Training in Detection of Weapons of Mass Destruction and to Create a Budget Appropriation to Expend the Funds to be Received. (Council President Kopka) (At the Request of the Administration)
11. Resolution Authorizing the Adoption of a Procurement Policy for all Goods and Services not Required by Law to be Publicly Bid. (Council President Kopka) (At the Request of the Administration)
12. Resolution Confirming the Appointment of Anthony Magonetto as Police Commissioner. (Council President Kopka) (At the Request of the Administration)

13. Resolution of the City Council of the City of Troy (the “City”) (i) Authorizing the Transfer of a Certain Affordable Housing Facility (as Further Defined Herein) from SNI Development Company to O’Neil Owners, LLC in Connection with a Certain Redevelopment Project; (ii) Authorizing the Dissolution of SNI Development Company; and (iii) Authorizing the Execution and Delivery of a Host Community Agreement, Along with Related Documents. (Council President Kopka) (At the Request of the Administration)

**ORDINANCE AMENDING THE CODE OF THE CITY OF TROY,
CHAPTER 141 BUILDINGS, § 141-34 SIGNS**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Section 141-34 of Chapter 141 of the City Code of Ordinance entitled “Signs” is amended to provide and read as follows with new matter underlined and deleted matter stricken.

141-34. Signs.

- A. The erection of signs on the front of buildings will be allowed if they are constructed of fireproof material, properly protected from the elements and firmly and permanently attached to the front of the building or structure. All signs, whether on the roof or the wall of the building shall be so constructed as to adequately resist wind pressure in accordance with the terms of the Uniform Fire Prevention and Building Code.
- B. The overhang of any sign is limited to four feet over a public sidewalk or thoroughfare with a minimum clearance of at least 12 feet between the sidewalk level and the bottom of the sign. The designs of any sign or display board having an area on one face in excess of 50 square feet must be submitted to the Director of Code Enforcement or his/her designee for approval before construction will be permitted.
- C. Note that there is a an application and fee of \$100 per sign ~~for the erection of signs, as well as an annual charge.~~
- D. Subsections A, B and C shall not apply in the event that signs are constructed in the City of Troy incidental to the production of a commercial artistic or cinematographic enterprise that has obtained permission from the City to undertake said commercial artistic or cinematographic enterprise.
- E. Notwithstanding any other provision of this Code to the contrary, no advertising sign, off-premises sign or billboard, as defined in § **285-93** of this Code, shall be newly constructed on or after the effective date of this subsection.

Section 2. This Ordinance shall take effect immediately.

Approved as to form December 21, 2012

Ian H. Silverman, Esq., Corporation Counsel

**ORDINANCE AMENDING THE CODE OF THE CITY OF TROY, CHAPTER 124-22
ANIMALS, §124-22 DESIGNATED DOG PARKS**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Section 124-22 of Chapter 124 of the City Code of Ordinance entitled “Designated Dog Parks” is amended to provide and read as follows with new matter underlined.

§ 124-22. Designated Dog Parks

The following are hereby designated as Dog Park Areas:

Beman Park

Kinloch Park

Prospect Park

Section 2. This ordinance shall take effect immediately.

Approved as to form January 4, 2013

Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: Ordinance Amending the Code of the City of Troy, Chapter 124-22 Animals, §124-22 Designated Dog Parks

Summary of Provisions: This legislation is in response to numerous requests from residents of the City of Troy for a centrally located dog park. The Rosamilia administration undertook a review of the feasibility of creating a dog park in a city park which would not be located in close proximity to residences. Prospect Park was deemed an ideal location for such an amenity. The benefits of a Prospect Park dog park include:

- 1) Promoting responsible dog ownership,
- 2) Socialization and exercise for dogs (which leads to a healthier dog in both mind and body),
- 3) Bringing dogs and owners together in neutral territory, which can reduce fear and aggression in dogs,
- 4) Offering senior citizens a place to exercise their canine companions, and
- 5) Accommodating dogs and their owners in a public open space (this has been shown to lead dog owners to higher levels of compliance with relevant laws).

This legislation allows the City to designate Prospect Park as a dog park area.

Present Law: Beman Park and Kinloch Park were designated as dog park areas in 2009.

Fiscal Impact: N/A

Effective Date: Immediately upon enactment.

**ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO AN
ORDER ON CONSENT WITH THE NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION RELATING TO VIOLATIONS OF THE
CONDITIONS OF THE CITY'S NYSDEC STATE POLLUTION DISCHARGE
ELIMINATION SYSTEM (SPDES) PERMIT NO. NY-020-5401 FOR THE EXCEEDING
ITS SPDES PERMIT DISCHARGE LIMITS FOR OUTFALL 001**

The City of Troy, in City Council, convened, ordains as follows:

- Section 1.** The City of Troy's water filtration plant discharges to the Oil Mill Creek, a Class C stream, pursuant to SPDES permit NY 020-5401 through outfalls 001 (upper lagoon) and 003 (lower lagoon). The filtration plant is currently only discharging through outfall 001.
- Section 2.** It is alleged by the New York State Department of Environmental Conservation that the City of Troy exceeded its SPDES permit discharge limits for outfall 001 at the water filtration plant a total of 14 different times on 6 different dates.
- Section 3.** The Mayor is authorized to enter the above order on consent pursuant to the terms and in the amount identified in the attached Order on Consent.
- Section 4.** The Comptroller is authorized and directed to make, issue and countersign the required drafts as outlined in the Order on Consent said sums to be payable out of the appropriate payroll account.
- Section 5.** This Ordinance shall take effect immediately.

Approved as to form, January 28, 2013

Ian H. Silverman, Corporation Counsel

Memorandum in Support

Title: Ordinance Authorizing the Mayor to execute and enter in an Order on Consent with the New York State Department of Environmental Conservation relating to violations of the conditions of the City's NYSDEC State Pollution Discharge Elimination System (SPDES) Permit No. NY-020-5401 for exceeding its SPDES permit discharge limits for outfall 001 at the water filtration plant.

Summary of Provisions: This request for action by the City Council authorizes the Mayor to execute and enter into an Order on Consent with the New York State Department of Environmental Conservation for violations to the conditions of the City's SPDES Permit No. NY-020-5401 for exceeding its SPDES permit discharge limits for outfall 001 at the water filtration plant. The SPDES permit contains effluent discharge limits for outfalls 001 and 003 which include the following limits: Iron total-0.3 mg/l as a daily maximum; Manganese total-2.0 mg/l for the monthly average; Manganese total-4.0 for the daily maximum; and Settleable Solids-0/1 ml/l for daily maximum. The Order on Consent includes a penalty of \$19,600 payable to the NYSDEC, with \$15,6000 suspended conditioned on the City's compliance with the Schedule of Compliance, included in the order. The Schedule of Compliance includes submitting an engineering plan and schedule for the removal of sludge from the lagoon system that will achieve the design capacity for sustained long-term SPDES permit compliance.

Present Law: N/A

Purpose: The conditions of the Order on Consent will allow the City to meet compliance with the referenced City's NYSDEC SPDES permit.

Fiscal Impact: N/A.

Council Committee: Finance

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

----- X

In the Matter of the Violation of
Article 17 of the Environmental Conservation
Law and Title 6 of the Official Compilation
of Codes, Rules and Regulations of the
State of New York (6 NYCRR)

ORDER ON CONSENT

DEC Case No.
R4-2012-0912-80

- by -

City of Troy

Respondent

WHEREAS:

1. The New York State Department of Environmental Conservation ("Department") is and has been a Department of the State of New York charged with administration of the State Pollutant Discharge Elimination System ("SPDES") and the discharge of pollutants into the waters of the State and authority to maintain the cleanliness and purity of such waters, pursuant to Article 17, Title 8 of the Environmental Conservation Law ("ECL") Parts 700 et seq., of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR").
2. Respondent, City of Troy, is a municipality which owns a water filtration plant ("filtration plant") at 25 Water Plant Road, Troy, New York.
3. The filtration plant discharges to the Oil Mill Creek, a Class C stream, pursuant to SPDES permit NY 020-5401 ("SPDES permit") through outfalls 001 (upper lagoon) and 003 (lower lagoon). The filtration plant is currently only discharging through outfall 001.
4. Respondent is a person as defined at ECL § 17-0105(1).
5. ECL §17-0511 states that the "use of existing or new outlets or point sources, which discharge sewage, industrial wastes or other wastes into waters of this state is prohibited unless such use is in compliance with all standards, criteria, limitations, rules and regulations promulgated or applied by the department pursuant to this article."
6. Regulations at 6 NYCRR 750-2.1(e) provides, in pertinent part, that: "The permittee must comply with all terms and conditions of this permit. Any permit non-compliance constitutes a violation of the Environmental Conservation Law...and is grounds for: enforcement action...".

7. The SPDES permit contains effluent discharge limits for outfalls 001 and 003 which include the following limits:

Iron total - 0.3 mg/l as a daily maximum;
 Manganese total - 2.0 mg/l for the monthly average;
 Manganese total - 4.0 mg/l for the daily maximum; and
 Settleable Solids - 0.1 ml/l for daily maximum.

8. Respondent's discharge monitoring results ("DMRs") reported the following violations of its SPDES permit discharge limits for outfall 001:

<u>DATE</u>	<u>PARAMETER</u>	<u>LIMIT TYPE</u>	<u>LIMIT</u>	<u>REPORTED VALUE</u>
Jan-12	iron, total	Daily Max.	0.3 mg/l	1.5 mg/l
Jan-12	manganese, total	Monthly Avg.	2 mg/l	5.75 mg/l
Jan-12	manganese, total	Daily Max.	4 mg/l	7.1 mg/l
Feb-12	iron, total	Daily Max.	0.3 mg/l	0.9 mg/l
Feb-12	manganese, total	Monthly Avg.	2 mg/l	3.1 mg/l
Mar-12	solids, settleable	Daily Max.	0.1 ml/l	0.15 ml/l
Apr-12	solids, settleable	Daily Max.	0.1 ml/l	0.5 ml/l
Apr-12	iron, total	Daily Max.	0.3 mg/l	1.1 mg/l
Apr-12	manganese, total	Monthly Avg.	2 mg/l	2.5 mg/l
Jun-12	iron, total	Daily Max.	0.3 mg/l	0.41 mg/l
Jun-12	manganese, total	Monthly Avg.	2 mg/l	4 mg/l
Jun-12	manganese, total	Daily Max.	4 mg/l	7.5 mg/l
Aug-12	solids, settleable	Daily Max.	0.1 ml/l	1.9ml/l
Aug-12	manganese, total	Monthly Avg.	2 mg/l	2.4mg/l

9. Respondent's exceedences of the effluent discharge limits are violations of regulations at 6 NYCRR 750-2.1(e) and ECL Section 17-0511.

10. ECL 7 1-1929(1) provides that: "A person who violates any of the provisions of, or who fails to perform any duty imposed by titles 1 through 11 inclusive and title 19 of article 17, or the rules, regulations, orders or determinations of the commissioner promulgated thereto or the terms of any permit issued there under, shall be liable to a penalty of not to exceed thirty-seven thousand five hundred dollars per day for each violation, and, in addition thereto, such person may be enjoined from continuing such violation as hereinafter provided."

11. Respondent has affirmatively waived its right to a hearing as provided by law and has consented to the issuing of this Order on Consent and has agreed to be bound by the provisions, terms and conditions of this Order.

NOW THEREFORE, having considered this matter and having been duly advised, IT IS ORDERED THAT:

I. Respondent shall comply with the attached Schedule of Compliance which is incorporated and made part of this Order.

II. In respect of the aforesaid violations, a civil penalty in the amount of NINETEEN THOUSAND SIX HUNDRED DOLLARS (\$19,600) is assessed against the Respondent for the above violations. FIFTEEN THOUSAND SIX HUNDRED DOLLARS (\$15,600) of the civil penalty is suspended conditioned on Respondent's compliance with the Schedule of Compliance. Payment of the suspended penalty shall be due within fifteen (15) calendar days of the receipt by the Respondent of a notice of violation from the Department which sets out the violations of the Order. This provision shall not limit the Department's right to seek other remedies provided by law and the applicable regulations for violations of this Order on Consent and ECL Article 17 and regulations, respectively. Payment of FOUR THOUSAND DOLLARS (\$4,000) is due with the return of the signed and notarized Order.

III. Pursuant to ECL Section 71-0301, the Commissioner specifically reserves the right to exercise summary abatement authority.

IV. This Order is binding upon the Respondent, its agents, its employees, its successors, assigns and to all persons and firms, and corporations acting subordinate thereto.

V. All communications except where otherwise specifically directed should be sent to:

For Department:
Regional Water Engineer
New York State Department of Environmental Conservation
Region 4
1130 N. Westcott Road
Schenectady, New York 12306

For Respondent:
Mayor
Troy City Hall
1776 Sixth Avenue
Troy, NY 12180

VI. No change or modification to this Order shall be made or be effective except as may be specifically set forth in writing by the Commissioner or Regional Director. Such application shall be made to the Regional Director.

VII. For the purpose of insuring compliance with this Order, duly authorized representatives of this Department shall be permitted access to the site in question in order to inspect and/or require such tests as may be deemed necessary to determine the status of Respondent's compliance herewith.

VIII. The effective date of this Order shall be the date upon which it is signed on behalf of the Department.

IX. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of the provisions hereof by Respondent, its directors, officers, employees, servants, agents, successors or assigns.

X. Except as specifically provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting:

A. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the State may have against Respondent for any other violations of the ECL, rules or regulations promulgated there under or permits issued there under;

B. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the State may have against anyone other than Respondent, its officers, directors, agents, servants, employees, successors and assigns;

C. Whatever right the Department has to bring any action or proceeding against Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns with respect to claims for natural resource damages; and

D. Respondent's right to assert all available defenses to any claims, actions, proceedings, suits, causes of actions or demands made or commenced by the State or the Department provided, however, that Respondent waives all legal or equitable rights claims, actions, proceedings, appeals, suits, causes of action, defenses or demands whatsoever that it may have to a judicial review of the validity and binding effect of this Order and whether or not this Order has been entered into voluntarily by Respondent.

XI. (A) Whenever the Department's approval of a submittal under the terms of this Order is required, the Department shall review such submittal to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and applicable state and federal regulations and laws and generally accepted technical and scientific principles. The Department shall notify Respondent in writing of its approval or disapproval of the submittal. All Department-approved plans and reports shall be incorporated into and become an enforceable part of this Order.

(B) (1) If the Department disapproves a submittal, its notice shall specify the reasons for disapproval. Respondent shall make a revised submittal to the Department within thirty (30) days after receiving written notice of disapproval that specifically addresses all of the Department's stated reasons for disapproving the first submittal.

(2) After receipt of the revised submittal from Respondent, the Department shall notify Respondent in writing of its approval or disapproval. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order. If the Department disapproves the revised submittal, it shall notify the Respondent in writing and specify its reasons. The Department reserves its right to take whatever action it deems necessary after the second disapproval of a submittal.

DATED: , 2012
Rotterdam, New York

Joseph Martens
Commissioner
New York State Department of
Environmental Conservation

BY:

Eugene J. Kelly, Jr.
Regional Director
Region 4

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order, waives its rights to a hearing herein as provided by law, and agrees to be bound by the provisions, terms and conditions contained herein.

BY: _____

TITLE: _____

DATE: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qualified in the County of:
My Commission Expires:

SCHEDULE OF COMPLIANCE
City of Troy

1) By March 31, 2013, the Respondent shall submit to the Department for review and approval, an engineering plan and schedule for the removal of sludge from the lagoon system that will achieve the design capacity for sustained long-term SPDES permit compliance. The plan must consider, at a minimum, increasing the sludge removal and processing capabilities through additional equipment and/or personnel, including the use of a contractor. The plan must also indicate the measures that will be taken during the sludge removal activities to minimize violations of the SPDES permit effluent limitations. The schedule must, at minimum, indicate when adequate lagoon capacity will be achieved to return to compliance with all SPDES effluent limitations and when the design capacity will be achieved for sustained long-term SPDES permit compliance. The design capacity shall be achieved by no later than December 31, 2014. The approved plan and its schedule shall become an enforceable part of this Order upon Department approval.

2) The following interim effluent limitations based on the 2012 reported values through October (95th percentile for monthly average limits and 99th percentile for daily maximum limits) shall apply beginning on the effective date of this Order and continuing until Respondent's demonstrated compliance with all SPDES effluent limitations or December 31, 2014 whichever is sooner.

PARAMETER	INTERIM EFFLUENT LIMITATIONS	
	Value	Units
Iron, Total (Daily Max.)	1.5	mg/l
Manganese, Total (Monthly Avg.)	5.0	mg/l
Manganese, Total (Daily Max.)	7.5	mg/l
Solids, Settleable (Daily Max.)	1.8	ml/l

**ORDINANCE AUTHORIZING AND DIRECTING SALES BY
THE PRIVATE SALE METHOD OF CITY-OWNED REAL PROPERTIES**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-8 of the Troy Code, the Bureau of Surplus Property accepted bids at private sale on the hereinafter described properties as outlined below.

Section 2. The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sums below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said bidder or bidders a quit claim deed conveying said premises hereinafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sales are as follows:

<u>PROPERTY</u>	<u>PURCHASER</u>	<u>PRICE</u>
1. 365 Ninth Street	Ronnie and Mary Gardner	\$575.00
2. 24 Douw Street	Steven H. Ludington	\$400.00
3. 598-600 Fourth Street	Peter Rezey	\$5,000.00
4. 18 101 st Street	James P. Walsh	\$1,000.00
5. 872 River Street	Sheila Cora	\$1,500.00
6. 3015 6 th Avenue	PRIAM, LLC	\$3,000.00

TERMS AND CONDITIONS: Properties will be conveyed to the prospective purchasers by Quit Claim Deed and be subject to any easement or restriction of record. Further;

- A. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to: filing fees, deed stamps, survey, title report, environmental reports & cleanup and attorneys fees.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, January 17, 2013

Ian H. Silverman, Corporation Counsel

**ORDINANCE AMENDING THE 2013 CITY BUDGET TO TRANSFER FUNDS
WITHIN THE GENERAL FUND BUDGET LINES**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The City of Troy 2013 GENERAL FUNDS budget is herein amended and set forth in Schedule A entitled:

January 2013 Budget Amendment

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form January 18, 2013,

Ian H. Silverman, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2013 General Fund Budget to amend appropriations.

Summary of Provisions: This legislation is being initiated by the Administration and will transfer funds from certain accounts to other accounts where the original budget allocations now appear to be insufficient.

Present Law: N/A

Purpose: The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1st and the City Council passes the budget in December. The several hundred expense categories contained in the 2013 budget are estimates of those expenses made in 2012 for 2013.

It is now deemed that certain allocations need to be increased to cover unanticipated expenses. Other budget lines will be adjusted to compensate for these increases.

Overall Budget Fiscal Impact: None.

2013

ORD. #13

February Budget Amendment

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
General Fund					
City Clerk	A.1010.0203.0000	Other Equipment	10,000	(10,000)	0
City Council	A.1010.0303.0000	Other Material and Supplies	0	10,000	10,000
Total General Fund Budget Expenditure Increase				<u>\$0.00</u>	

Footnote

Reclassifications of expenditures for the City Council Chambers

* or as previously amended

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE
CITY OF TROY**

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two year term.

Christine Miner
Clare G. Visk
Angela Dimke
James R. Gordon
Stephen F. Miner

Approved as to form, December 18, 2012

Ian H. Silverman, Corporation Counsel

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COST
REIMBURSEMENT AGREEMENT WITH THE COUNTY OF RENSSELAER FOR
TRAINING IN DETECTION OF WEAPONS OF MASS DESTRUCTION AND TO
CREATE A BUDGET APPROPRIATION TO EXPEND THE FUNDS TO BE
RECEIVED**

WHEREAS, the County of Rensselaer is the recipient of grant monies from the New York State Office of Homeland Security; and

WHEREAS, those grant monies are in part to be utilized for the costs of training personnel in the prevention of and response to events involving weapons of mass destruction; and

WHEREAS, the City has employees who are in need of such prevention and response training; and

WHEREAS, the aforesaid grant monies possessed by the County of Rensselaer will be utilized to reimburse the City for the costs it incurred in training of its employees.

NOW THEREFORE, BE IT RESOLVED, that the Mayor, on behalf of the City of Troy, is herein authorized to execute a Cost Reimbursement Agreement with the County of Rensselaer, which Agreement shall be in substantial conformity to the Agreement attached hereto and made a part hereof as Exhibit "A" **and that the City of Troy 2013 General Fund budget is herein and amended as set forth in the attached Schedule A.**

Approved as to form, December 21, 2012

Ian H. Silverman, Corporation Counsel

SCHEDULE A
City of Troy 2013 Budget Amendment

Res#10

Public Safety - Fire
Homeland Security - County Grant

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
2013 Budget Amendment			
<u>General Fund</u>			
Revenue - A510			
A3000-3305-00091			
Homeland Security (County of Rens)	\$ -	\$ 36,088	\$ 36,088
Total Revenue Increase		<u>\$ 36,088</u>	
Expenditures - A960			
Fire Department Overtime	\$ 680,000	\$ 36,088	\$ 716,088
A3410-0103-0000			
Total Expenditures Increase		<u>\$ 36,088</u>	

* or as previously revised

**RESOLUTUON AUTHORIZING THE ADOPTON OF A PROCUREMENT POLICY
FOR ALL GOODS AND SERVICES NOT REQUIRED BY LAW TO BE
PUBLICLY BID**

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid; and

WHEREAS, comments have been solicited from all officers in the City of Troy, NY involved in the procurement process;

NO, THEREFORE, BE IT RESOLVED, that the City of Troy, NY does hereby adopt the attached procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

Approved as to form, January 9, 2013

Ian H. Silverman, Corporation Counsel

**RESOLUTION CONFIRMING THE APPOINTMENT OF ANTHONY MAGNETTO AS
POLICE COMMISSIONER**

WHEREAS, Section C-51 of the Troy City Charter states that all appointments by the Mayor shall be made in writing and filed in the Office of the City Clerk; and

WHEREAS, Section C-50 of the Troy City Charter states that the mayor's appointments of all department heads shall be subject to confirmation by the City Council; and

WHEREAS, the Troy City Charter § C-77 states that there may be a Police Commissioner

WHEREAS, the Mayor has appointed Anthony Magonetto to the position of Police Commissioner; and

WHEREAS, Mr. Magonetto appears to the City Council to be well qualified for the position of Police Commissioner.

NOW THEREFORE, BE IT RESOLVED, that the City Council does hereby confirm the Mayor's appointment of Anthony Magonetto to the position of Police Commissioner.

Approved as to form, January 10, 2013

Ian H. Silverman, Corporation Counsel

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TROY (THE “CITY”) (i) AUTHORIZING THE TRANSFER OF A CERTAIN AFFORDABLE HOUSING FACILITY (AS FURTHER DEFINED HEREIN) FROM SNI DEVELOPMENT COMPANY TO ONEIL OWNERS, LLC IN CONNECTION WITH A CERTAIN REDEVELOPMENT PROJECT; (ii) AUTHORIZING THE DISSOLUTION OF SNI DEVELOPMENT COMPANY; AND (iii) AUTHORIZING THE EXECUTION AND DELIVERY OF A HOST COMMUNITY AGREEMENT, ALONG WITH RELATED DOCUMENTS

WHEREAS, by resolution adopted May 5, 1977 (the “Exemption Resolution”), the City Council of the City of Troy (the “City”) authorized a partial real property tax exemption (the “Exemption”) for the benefit of SNI Development Company (“SNI”), a limited partnership and redevelopment company established pursuant to Article V of the Private Housing Finance Law (“PHFL”) relating to the development by SNI of what is known as “O’Neil Apartments” located at 2121 6th Avenue, Troy, New York (the Land and Existing Improvements, as further defined herein) into an affordable housing facility for the elderly; and

WHEREAS, in accordance with the Exemption Resolution and pursuant to PHFL Section 125, the City and SNI entered into a certain Agreement, dated as of June 8, 1977 (the “Exemption Agreement”), wherein SNI is required to make certain payments of “Gross Shelter Rents” in lieu of full real property taxes for a term of up to forty (40) years from the date of original project financing; and

WHEREAS, SNI has entered in to a purchase and sale agreement with O’Neil Owners, LLC (the “Company”) relating to the acquisition of the Land and Existing Improvements by the Company from SNI (the “Transfer”), with such Transfer being subject to the approval of the City pursuant to PHFL Section 122; and

WHEREAS, the Company has also applied to the Troy Industrial Development Authority (the “Authority”) for certain financial assistance to undertake a redevelopment project (the “Project”) consisting of (A) the acquisition by the Authority of a leasehold interest in a certain parcel of real property located at 2121 6th Avenue, Troy, New York 12180 (the “Land”, being comprised of approximately 1.43 acres of real property and more particularly identified as TMID No. 101.46-2-2) and the existing improvements located thereon, including the multi-story apartment building structure containing (i) 115 apartment housing units and related storage facilities (the “Housing Facilities”), and (ii) approximately 6,300 square feet of commercial office and flex space rented in 4 unit spaces (the “Commercial Facilities”, and collectively with the Commercial Facilities, the “Existing Improvements”); (B) the renovation, reconstruction, refurbishing and equipping by the Company as agent of the Authority of the Existing Improvements to provide for (i) 114 one-bedroom units that, in accordance with the Internal Revenue Code of 1986, as amended (the “Code”) and applicable regulations promulgated by the United States Department of Housing and Urban Development (“HUD”) and New York State Housing Finance Agency (“HFA”) and/or Division of Housing and Community Renewal (“DHCR”), will continue to be leased to households satisfying applicable median gross income restrictions, (ii) 1 housing unit to be utilized by a Facility Superintendent, (iii) updates to the Commercial Facilities, and (iv) various upgrades and renovations to the Housing Facilities,

common areas, heating, ventilation and air-conditioning systems, plumbing, roofs, windows and other site and infrastructure improvements (collectively, the “Improvements”); (C) the acquisition of and installation in and around the Land, Existing Improvements and Improvements of certain machinery, fixtures, equipment and other items of tangible personal property (the “Equipment” and, collectively with the Land, the Existing Improvements and the Improvements, the “Facility”); and (D) the lease of the Authority’s interest in the Facility back to the Company; and

WHEREAS, in furtherance of the Project, which will result in a capital investment of over \$10.5M by the Company, the Authority and Company have negotiated a certain Payment in-lieu-of Taxes Agreement (the “PILOT Agreement”) whereby the Company will make certain PILOT Payments for the benefit of the City, County of Rensselaer (the “County”) and Enlarged City School District of Troy (the “School”, and collectively with the City and County, the “Affected Tax Jurisdictions”), and in addition the Company has agreed to enter into a separate Host Community Agreement (the “Host Community Agreement”) with the City to provide a source of revenue to the City in connection with the ongoing impacts associated with the municipal services required by the Facility; and

WHEREAS, pursuant to PHFL Section 123(4), the Transfer will require the voluntary dissolution of SNI subject to the consent of the City (the “Dissolution Approval”); and

WHEREAS, pursuant to PHFL Section 123(3), the Dissolution Approval requires that provisions be made for payment in full of the remaining balance of principal and interest due or unpaid upon any mortgage upon the Land and/or Existing Improvements; and

WHEREAS, pursuant to PHFL Section 123(2), and upon termination of the Exemption, SNI is required to pay over to the City any surplus funds held by SNI (the “Surplus Payment”), after payment by SNI to applicable shareholders, partners, members or beneficiaries, and as the case may be, income debenture certificate holders, of no more than the par value of their shares or amount of their capital and the face value of their income debenture certificates with accrued and unpaid distributions or interest in respect of such capital and income debenture certificates; and

WHEREAS, pursuant to PHFL Section 123(1), if the Exemption is terminated for any reason, the City may require payment by SNI of all or portions of the total of all accrued taxes for which the Exemption was granted (the “Tax Payment”); and

WHEREAS, subject to the conditions set forth herein, including payment by SNI of the Surplus Payment and Tax Payment, the City desires to (i) authorize the Transfer; (ii) provide the Dissolution Approval; and (iii) authorize the execution and delivery of the Host Community Agreement, along with related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TROY AS FOLLOWS:

Section 1. Pursuant to PHFL Sections 122 and 123(4), the City hereby authorizes and consents to the Transfer and hereby provides the Dissolution Approval, subject to the following conditions:

- (a) Prior to the date of Transfer, SNI and the Company shall certify to the City, acting by and through the City Comptroller and Corporation Counsel, that as of the date of Transfer, provisions shall be made for payment in full of the remaining balance of principal and interest due or unpaid upon any mortgage upon the Land and/or Existing Improvements;
- (b) On the date of Transfer, SNI shall pay the Tax Payment to the City;
- (c) Prior to the date of Transfer, SNI shall certify to the City, acting by and through the City Comptroller and Corporation Counsel, the amount of Surplus Payment, such certification to be accompanied with audited financial statements, and as of the date of Transfer, SNI shall pay the Surplus Payment to the City (such Surplus Payment, together with the Tax Payment, collectively shall not be less than \$400,000), along with costs of the City accrued in connection with reviewing and approving the matters outlined herein;
- (d) On or before the date of Transfer, the Company shall secure a Housing Assistance Payment ("HAP") Contract from the United States Department of Housing and Urban Development ("HUD") relating to the Facility; and
- (e) On the date of Transfer, the Company shall execute and deliver the PIL OT Agreement and Host Community Agreement.

Section 2. The City hereby authorizes the Mayor to execute and deliver the Host Community Agreement, in substantially the form attached hereto as **Exhibit A**, with such changes as may be authorized by the Mayor and Corporation Counsel.

Section 3. The officers, employees and agents of the City are hereby authorized and directed for and in the name and on behalf of the City to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the City with all of the terms, covenants and provisions of the documents executed for and on behalf of the City.

Section 4. These Resolutions shall take effect immediately.

Approved as to form, January 28, 2013

Ian H. Silverman, Corporation Counsel

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (the "Agreement"), dated as of the _____ day of _____, 2013, by and between the **CITY OF TROY, NEW YORK**, a municipal corporation duly existing under the laws of the State of New York with offices located at 433 River Street, 5th Floor, Troy, New York 12180 (the "City") and **ONEIL OWNERS, LLC**, a New York limited liability company having offices at 179 Cedar Lane, Suite H, Teaneck, New Jersey 07666 (the "Company").

WITNESSETH:

WHEREAS, the Company previously requested the assistance from the Troy Industrial Development Authority (the "Authority") to undertake a redevelopment project (the "Project") consisting of (A) the acquisition by the Authority of a leasehold interest in a certain parcel of real property located at 2121 6th Avenue, Troy, New York 12180 (the "Land", being comprised of approximately 1.43 acres of real property and more particularly identified as TMID No. 101.46-2-2) and the existing improvements located thereon, including the multi-story apartment building structure containing (i) 115 apartment housing units and related storage facilities (the "Housing Facilities"), and (ii) approximately 6,300 square feet of commercial office and flex space rented in 4 unit spaces (the "Commercial Facilities", and collectively with the Commercial Facilities, the "Existing Improvements"); (B) the renovation, reconstruction, refurbishing and equipping by the Company as agent of the Authority of the Existing Improvements to provide for (i) 114 one-bedroom units that, in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and applicable regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and New York State Housing Finance Agency ("HFA") and/or Division of Housing and Community Renewal ("DHCR"), will continue to be leased to households satisfying applicable median gross income restrictions, (ii) 1 housing unit to be utilized by a Facility Superintendent, (iii) updates to the Commercial Facilities, and (iv) various upgrades and renovations to the Housing Facilities, common areas, heating, ventilation and air-conditioning systems, plumbing, roofs, windows and other site and infrastructure improvements (collectively, the "Improvements"); (C) the acquisition of and installation in and around the Land, Existing Improvements and Improvements of certain machinery, fixtures, equipment and other items of tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and (D) the lease of the Authority's interest in the Facility back to the Company; and

WHEREAS, in connection with undertaking the Project, the Authority has on or about the date hereof acquired a leasehold interest to the Land and Existing Improvements pursuant to the terms and conditions of a Lease Agreement (the "Lease Agreement") and leased the Facility back to the Company pursuant to a certain Leaseback Agreement, also dated on or about the date hereof (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 1963 of the Public Authorities Law ("PAL"), the Authority is exempt from the payment of taxes imposed upon real property and improvements owned by it, other than special ad valorem levies, special assessments and service charges

against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, on or about the date hereof, and in connection with the Project, the Authority and the Company entered into an agreement (the "PILOT Agreement") making provisions for payments in lieu of taxes by the Company to the Authority for the benefit of the City of Troy, New York (the "City"), the County of Rensselaer (the "County") and Enlarged City School District of Troy (the "School", and collectively with the City and County, the "Affected Tax Jurisdictions"); and

WHEREAS, the City and the Company, in recognition that a significant inducement to the Company to redevelop the Project was the responsiveness of the City in addressing applications associated with the Project and willingness to continue to provide municipal services to the Facility during the terms of the Leaseback Agreement and PILOT Agreement, desire to enter in to this impact fee agreement whereby the Company will pay to the City an annual impact fee as reimbursement for the costs and associated expenses related to the continued level of municipal services to be provided.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I – Payee/Payment of Annual Impact Fee.

1.1 (i) *Payee.* As long as the Facility is leased by the Company from the Authority in connection with the above-described Project, and the PILOT Agreement is in effect, the Company agrees to pay to the City (Attn: Comptroller, 433 River Street, 5th Floor, Troy, New York 12180) an annual impact fee (the "Annual Impact Fee") commencing on or before September 1 of each calendar year commencing September 1, 2014 (each a "Payment Date"), an amount correlating to the Total Payment Amount, all as set forth within **Schedule A**, hereto. The Company hereby agrees to pay all such amounts due pursuant to this Agreement on or before each Payment Date in accordance with the terms hereof.

(ii) *Payment of Annual Impact Fee.* The Company, pursuant to the terms of this Agreement, shall remit to the City an Annual Impact Fee equal to an amount correlating to the Total Payment Amount, as set forth within **Schedule A**, hereto. The Company's failure to remit any Annual Impact Fee due pursuant to this Agreement within thirty (30) days of the corresponding Payment Date shall require additional payment by the Company of a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such Annual Impact Fee is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month.

(iii) *Public Purpose.* The parties agree and acknowledge that the Annual Impact Fees payable by the Company hereunder are to obtain revenues for public purposes, whereby the

Annual Impact Fees payable during the term hereof are payable by the Company to the City to provide revenues for the continued level of municipal services to be provided.

Section II - Transfer of Facility; Termination.

2.1 In the event that the Facility is transferred from the Authority to the Company (the Lease Agreement is terminated), or the PILOT Agreement terminates and the property is not timely transferred back to the Company, this Agreement shall likewise terminate.

Section III - Changes in Law.

3.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section IV - Miscellaneous.

4.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

4.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the City:

City of Troy
City Hall
433 River Street, 5th Floor
Troy, New York 12180
Attn: City Comptroller

To Corporation Counsel:

City of Troy
City Hall
433 River Street, 5th Floor
Troy, New York 12180
Attn: Corporation Counsel

--and to--

Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company:

ONEIL OWNERS, LLC
179 Cedar Lane, Suite H
Teaneck, New Jersey 07666
Attn:

To Company Counsel:

Nixon Peabody LLP
437 Madison Avenue
New York, New York 10022
Attn: Joseph J. Lynch, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

4.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal and state courts located in the City of Troy, New York, or if no such courts are located therein, the federal and state courts in the County of Rensselaer, New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Host Community Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF TROY, NEW YORK

By: _____
Hon. Lou Rosamilia, Mayor

ONEIL OWNERS, LLC

By: _____
Name: _____
:

Title

SCHEDULE A
HOST COMMUNITY AGREEMENT
DATED AS OF _____, 2013,
BETWEEN CITY OF TROY, NEW YORK
AND
ONEIL OWNERS, LLC

Total Payment Amount and Payments Dates shall be as follows:

<u>Payment Year</u>	<u>City Tax Year</u>	<u>Payment Date:</u>	<u>Total Payment Amount</u>
Year 1	2014	September 1, 2014	\$28,000.00
Year 2	2015	September 1, 2015	\$28,840.00
Year 3	2016	September 1, 2016	\$29,705.20
Year 4	2017	September 1, 2017	\$30,596.36
Year 5	2018	September 1, 2018	\$31,514.25
Year 6	2019	September 1, 2019	\$32,459.67
Year 7	2020	September 1, 2020	\$33,433.46
Year 8	2021	September 1, 2021	\$34,436.47
Year 9	2022	September 1, 2022	\$35,469.56
Year 10	2023	September 1, 2023	\$36,533.65
Year 11	2024	September 1, 2024	\$37,629.66
Year 12	2025	September 1, 2025	\$38,758.55
Year 13	2026	September 1, 2026	\$39,921.30
Year 14	2027	September 1, 2027	\$41,118.94
Year 15	2028	September 1, 2028	\$42,352.51
Year 16	2029	September 1, 2029	\$43,623.09
Year 17	2030	September 1, 2030	\$44,931.78
Year 18	2031	September 1, 2031	\$46,279.73
Year 19	2032	September 1, 2032	\$47,668.13
Year 20	2033	September 1, 2033	\$49,098.17
Year 21	2034	September 1, 2034	\$50,571.11
Year 22	2035	September 1, 2035	\$52,088.25
Year 23	2036	September 1, 2036	\$53,650.90
Year 24	2037	September 1, 2037	\$55,260.42
Year 25	2038	September 1, 2038	\$56,918.23
Year 26	2039	September 1, 2039	\$58,625.78
Year 27	2040	September 1, 2040	\$60,384.56
Year 28	2041	September 1, 2041	\$62,196.09
Year 29	2042	September 1, 2042	\$64,061.97
Year 30	2043	September 1, 2043	\$65,983.83
Year 31	2044	September 1, 2044	\$67,963.35
Year 32	2045	September 1, 2045	\$70,002.25
Year 33	2046	September 1, 2046	\$72,102.32
Year 34	2047	September 1, 2047	\$74,265.39
Year 35	2048	September 1, 2048	\$76,493.35